

1 BILL NO. S-80-07- 25

2 SPECIAL ORDINANCE NO. S- 84-80

3
4 AN ORDINANCE approving a contract
5 with Allen County Motors for the
6 purchase of a truck for the Traffic
7 Engineering Department.

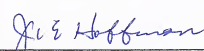
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That the contract with Allen County Motors
11 for purchase of one one-ton truck, cab and chassis with utility
12 body and hydraulic lift at a price of \$29,504.00 for use by the
13 Traffic Engineering Department, as more particularly set forth
14 in bid no. 933-A on file in the Office of the Department of
15 Purchases, which is by reference incorporated herein and made
16 a part hereof, be and the same hereby is ratified, confirmed
17 and approved.

18 SECTION 2. This Ordinance shall be in full force and
19 effect from and after its passage and approval by the Mayor.

20 
21 COUNCILMAN

22 APPROVED AS TO FORM AND
23 LEGALITY JULY 18, 1980.

24 
25 JOHN E. HOFFMAN
26 City Attorney

Read the first time in full and on motion by James,
seconded by Eisbart, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on 7-22-80, the 22nd day of July,
1980, at 6 o'clock P.M., E.S.T.

DATE: 7-22-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Gia Quintana,
seconded by Eisbart, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>6</u>	<u>0</u>	<u>0</u>	<u>2</u>	
BURNS	<u>✓</u>				
EISBART	<u>✓</u>				
GIAQUINTA	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.				<u>✓</u>	
SCHMIDT, V.				<u>✓</u>	
SCHOMBURG	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 8-12-80

Charles W. Westerman / James Stier
CHARLES W. WESTERMAN - CITY CLERK
PRESIDING OFFICER

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. 84-80
on the 12th day of August, 1980.

ATTEST:
Charles W. Westerman / James Stier
CHARLES W. WESTERMAN - CITY CLERK
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 13th day of August, 1980, at the hour of
11:30 o'clock A. M., E.S.T.

Charles W. Westerman / James Stier
CHARLES W. WESTERMAN - CITY CLERK
PRESIDING OFFICER

Approved and signed by me this 18th day of August
1980, at the hour of 9:30 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-07-25

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE ^{DO} WHOM WAS REFERRED AN
ORDINANCE approving a contract with Allen County Motors for the purchase
of a truck for the Traffic Engineering Department

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

JAMES S. STIER, CHAIRMAN

MARK GIAQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

James Stier
Mark GiaQuinta
Ben Eisbart
Paul M. Burns
D.J. Schmidt

8-12-80
CONCURRED IN
DATE 8-12-80 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

June 26, 1980

Reference: Bid No. 933-A

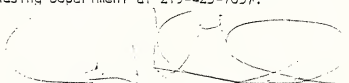
In addition to this cover letter, this bid package includes the following:

1. Invitation to Bid - Form DP-2B-5-68. You must complete the name and signature section at the bottom of page one (1).
2. Non-Collusion Affidavit - Form DP-8 - Complete this form, sign, and have witnessed.
3. Proposal and Bid Surety Form - If it is required, it must be submitted on the enclosed form. No Substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (←). When submitting a bond as Surety complete the entire form and attach power of attorney. Indiana Statute requires a Certified Check in lieu of a Bid Bond from out - of - State firms.

NOTE: Improper completion or Non-completion of the above forms will disqualify your bid.

4. Specifications
5. Affirmative Action Program - Bidders will be required to submit or to have on file with the City Equal Employment Office a current written Affirmative Action Program in order for their bids to be accepted. Such Program can be submitted at or subsequent to the bid opening but must be of record in the EEO Office and approved in advance of processing a purchase order for City Council approval. Bidders' Affirmative Action Programs are in effect for the 12-Month period following the date of approval by the City Equal Employment Opportunity Officer.

We ask that you review your bids before they are forwarded to us. No bid can be altered or added to after the designated bid opening time. If you have any questions regarding the bid and/or filling out the bid forms, please feel free to call the Purchasing Department at 219-423-7037.


Director of Purchases
Aaron M. Gluck

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract, and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Arts 1941, chapter 208, section 10, being Burns Indiana Statute 40-2314-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____
Board Chairman Dept. of Purchasing, etc.
Rejected _____ Date _____
Board Chairman Dept. of Purchasing, etc.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Questions, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as indicated, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

423-7037

Aaron M. Gluck

DEPARTMENT OF PURCHASES

Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Traffic Engineering
or Division One Main Street City County Bldg.
Fort Wayne, Ind. 46802

Address

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday, July 10, 1980 at 11:00 A.M.

Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 4434. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		One (1) 1980 Model One Ton Utility Truck		
		All Specifications & Questionnaire must be completed in full.		
		Affirmative Action: On File: Attached:		

Bid Bond required ☐ YES ☒ NO 5% Performance Bond ☐ YES ☒ NO
See instruction item No. 16 on reverse side hereof.
Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Name of Company _____
For _____ Title _____
Address _____
City _____ Date _____

Page 1 of 8

Ref. No. 933-A

Date June 26, 1980

Date wanted _____

Fund
Appropriation No. _____

Specifications for One (1) 1980 Model One Ton Utility Truck, including a Astoria U-3 Style #3001 Fiberglass Utility Body or Equivalent, Impac Lift Model #1M 24.8-F or Equivalent, and all Equipment Listed as Standard in Manufacturers Printed Literature Describing the Vehicle unless superseded by special Equipment as Specified herein:

		Base Price	\$ _____
		Freight	\$ _____
1. Year:	1980		\$ _____
2. Model:	One Ton Utility Truck with Astoria U-3 Style Fiberglass Utility Body & Impac Lift Model #1M 24.8-F or Equivalent		\$ _____
3. G.V.W.:	11,000 lbs.		\$ _____
4. C.A. Dim.:	60"		\$ _____
5. Engine:	V8 - 350 C.I. Min.		\$ _____
6. Transmission:	H.D. Automatic, 3 Speed		\$ _____
7. Front Axle:	3,000 lbs.		\$ _____
8. Rear Axle:	8,100 lbs. No Spin Diff.		\$ _____
9. Springs, Front:	3,065 lbs Combined		\$ _____
10. Springs, Rear:	9,160 lbs Combined		\$ _____
11. Tires, Front:	(2) 8.75 X 16.5 8-Ply Standard Tread Nylon		\$ _____
12. Tires, Rear:	(4) 8.75 X 16.5 8-All Traction Nylon		\$ _____
13. Brakes:	Hydro-vac		\$ _____
14. Heater:	H. D. Fresh Air W/Defroster		\$ _____
15. Wipers:	2 Speed Electric W/Washers		\$ _____
16. Mirrors:	Inside Rear View with outside West Coast. Eye Level (both sides)		\$ _____
17. Battery:	70 AMP Hr. H.D.		\$ _____
18. Alternator:	23 AMPS @ Idle		\$ _____
19. Cig. Lighter:	Required		\$ _____
20. Steering:	Power		\$ _____
21. Rust Proofing:	Ziebart (no substitutions)		\$ _____

22. Sun Visors:	Both Sides	\$ _____
23. Dir-Signals:	Double Face	\$ _____
24. Seats:	Full Width Adjustable	\$ _____
25. Gauges:	Alt. & Oil Pressure	\$ _____
26. Cooling System:	Heavy Duty	\$ _____
27. Wheels:	1 Extra with Tire	\$ _____
28. Color:	White over Candy Apple Red	\$ _____
29. Seat Belts:	3 Metal to Metal	\$ _____
30. Body:	Astoria - Fiberglass U-3 Style Ord. No. 3001 or equivalent. Equipped with 6" Recessed Bumper. Painted Candy Apple Red	\$ _____
31. Lift:	Impac Model #1M 24.8-F or Equivalent. Max. Platform Height 24' 4", Retracted Mast Height 11' 2". Platform: Fixed 30" X 70" with 32" X 36" Fold Down ends Total Length 11' 2" with ends down. Capacity 700 lbs.	\$ _____

TRAD-IN Unit T.E. #22 \$ _____
 One (1) 1972 One Ton
 Ford Truck with Utility
 Body & Lift.

Total:	\$ _____
Less Tax:	\$ _____
Less Trade:	\$ _____
Less Discount:	\$ _____
Total:	\$ _____

Delivery: _____

Warranty: _____

Trade-Ins may be seen at: Traffic Engineering Operations
 1730 S. Lafayette Street
 Fort Wayne, Indiana
 Between 7:30 A.M. and 3:30 P.M.
 423-7101

SPECIFICATIONS QUESTIONNAIR

Bidders Proposal - To Be Completed

By The Bidder

1. Year: _____ Make: _____
2. Model: _____
3. G.V.W.: _____
4. C.A. Dim.: _____
5. Engine: _____
6. Transmission: _____
7. Front Axle: _____
8. Rear Axle: _____
9. Springs, Front: _____
10. Springs, Rear: _____
11. Tires, Front: _____
12. Tires, Rear: _____
13. Brakes: _____
14. Heater: _____
15. Wipers: _____
16. Mirrors: _____
17. Battery: _____
18. Alternator: _____
19. Cig. Lighter: _____
20. Steering: _____
21. Rust Proofing: _____
22. Sun Visors: _____
23. Dir.-Signals: _____
24. Seats: _____
25. Gauges: _____
26. Cooling System: _____

27. Wheels: _____
28. Color: _____
29. Seats Belts: _____
30. Body: _____
31. Lift: _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Bidder or Agent

For -----

Firm or Corporation

Subscribed and sworn to before me this ----- day of -----, 19-----

My Commission Expires

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

.....Dollars on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

.....
Name of Bidder—Print or Type

By.....
Signature of Person Authorized to Sign

Title.....

.....
Street Name and Number

.....
City, State and Zip Code

Date.....

See Cover Letter

.....
Name of Company — Print or Type

Incorporated
in the State of:.....

Address.....

By.....
Sign on this Line

Date.....

Witnessed by:

SURETY

DIGEST SHEET

S-80-07-25

TITLE OF ORDINANCE CONTRACT APPROVAL: ONE (1) 1981 ONE (1) TON TRUCK, CAB, CHASSIS UTILITY -
BODY & HYDRAULIC LIFT WITH ALLEN COUNTY MOTORSDEPARTMENT REQUESTING ORDINANCE TRAFFIC ENGINEERINGSYNOPSIS OF ORDINANCE THE PURCHASE OF THIS VEHICLE IS VITAL TO THE INSTALLATION AND
MAINTENANCE OF ALL TRAFFIC SIGNALS & FIRE ALARM SYSTEM IN THE
CITY.EFFECT OF PASSAGE THE INSTALLATION AND MAINTENANCE OF ALL TRAFFIC SIGNALS WILL CONFORM TOALL STATE AND FEDERAL REQUIREMENTS REGARDING 'UNIFORM TRAFFIC CONTROL DEVICES'. IT WILL ALSOPROVIDE THE NECESSARY EQUIPMENT FOR THE INSTALLATION AND MAINTENANCE WORK SO AS TO MAINTAIN AS
REQUIRED BY LAW A UNIFORM TRAFFIC CONTROL SYSTEM.EFFECT OF NON-PASSAGE IF PROPER SIGNALS ARE NOT INSTALLED AND MAINTAINED AS REQUIRED ITWOULD RESULT IN TRAFFIC CONGESTION, DELAY & TRAFFIC ACCIDENTS. UNDUE DANGER TO LIVES & PROPERTY
OF MOTORISTS AND RESIDENTS WOULD RESULT. FAILURE TO CONFORM TO STATE & FEDERAL REQUIREMENTS
COULD CAUSE LOSS OF FEDERAL FUNDS.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

ONE (1) VEHICLE WITH UTILITY BODY & HYDRAULICLIFT TOTAL \$29,504.00ASSIGNED TO COMMITTEE (J.N.) Finance

DATE SUBMITTED: _____